

MEMORANDUM OF UNDERSTANDING

BETWEEN

the Minister of Defence of the Hellenic Republic

and

the Minister of Defence of the Italian Republic

and

the Minister of Defence of the Kingdom of Spain

and

the General Staff of the Republic of Turkey

and

the Secretary of State for Defence of the United Kingdom of Great
Britain and Northern Ireland

and

the Secretary of Defense of the United States of America

and

the Supreme Headquarters Allied Powers Europe (SHAPE)

CONCERNING

THE MANNING, FUNDING, AND SUPPORT OF
NATO SOUTHERN REGION MARITIME
SPECIAL ENTITIES

MARITIME AIR ALLIED NAVAL FORCES SOUTH
(MARAIRSOUTH)
SUBMARINES ALLIED NAVAL FORCES SOUTH
(SUBSOUTH)

04-715

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PREAMBLE

CONSIDERING that, in furtherance of the North Atlantic Treaty, the Minister of Defence of the Hellenic Republic, the Minister of Defence of the Italian Republic, the Minister of Defence of the Kingdom of Spain, the General Staff of the Republic of Turkey, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland and the Secretary of Defense of the United States of America (the Participants) desire to unite their efforts for collective defence in even closer cooperation; and

CONSIDERING that the DPC in Ministerial Session on 17 December 1998, approved MC 324, which had been endorsed by the MC/CS on 5 May 1998 (C-N(58)59, 18 December 1998); and the further decision, PO(INV)/99/32, taken on 26 February 1999 to activate the HQ NAVSOUTH, in which the Submarines Allied Naval Forces South (SUBSOUTH) and the Maritime Air Allied Forces South (MARAIRSOUTH) will be employed as specialised entities of HQ NAVSOUTH with the requisite C2 authority delegated; and

CONSIDERING that with effect from 1 September 1999 (except that the financial provisions are effective from 1 January 2000), the funding and manning of the NATO Southern Region Maritime Special Entity Commands will take place on a national/multinational basis, in conformity with Annex A to Document Memo CBC 089-92 dated 11 December 1992.

The Signatories have reached the following understanding:

Section I Purpose of Understanding

The purpose of this Memorandum of Understanding (MOU) is to make provisions for the administration, manning, and financing of the NATO Southern Region Maritime Special Entity Commands, as well as for cost-sharing, among the Participants.

Section II Definitions

1. ENTITIES: means HQ NAVSOUTH's Special Entity Commands, MARAIRSOUTH and SUBSOUTH.
2. SIGNATORIES: means the Participants and the Supreme Headquarters Allied Powers, Europe (SHAPE).
3. PARTICIPANTS: means those nations who provide personnel and financial support to these Entities in accordance with the provisions of this MOU.
4. RECEIVING STATE: means the Participant on whose sovereign territory the Entities are established.
5. LEAD NATION: means the Participant responsible for arranging support to the Entities as outlined in this MOU.

The United States is the Lead Nation for MARAIRSOUTH and SUBSOUTH.

Section III Legal Basis

1. The Protocol of 28 August 1952 on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty (the Paris Protocol), the provisions of the Agreement of 19 June 1951 between the Parties to the North Atlantic Treaty regarding the Status of their Forces (NATO SOFA), and the agreements supplementary to and implementing the Paris Protocol are applicable to this MOU.
2. The Entities have international status according to Article XIV of the Paris Protocol.

Section IV

Senior Resources Committee

The representatives of the Signatories will meet as a Senior Resources Committee (SRC) at least once per year under the chairmanship of SHAPE, or as delegated by SHAPE, to deal with legal, manpower, financial, infrastructure and other matters connected with this MOU, according to the Terms of Reference at Annex C to this MOU.

Section V

Manning

1. Manning of the Entities will be based on the organisational structure referred to in Annex A to this MOU.
2. Any supplement to or reduction in the approved manning allocation set out in Annex A, or any change in the manning allocation in relation to appointments for Officer posts, can only be made after the approval of the SRC.
3. Arrangements, in writing, between the Entities and Participants' Representatives may permit changes to the approved post allocations set out in Annex A. Exceptions are Officer posts, those affecting manpower levels and those which change the Nation of the post. Changes will be submitted to the SRC after approval.
4. Job Descriptions and Statements of Functions prepared by the Entities, and formally approved by the Participants before signing this MOU, may not be changed without prior formal approval by the SRC in accordance with Annex C.

Section VI

Discipline and National Duties

1. With regards to discipline and national duties, the management of Entities personnel will follow the procedures in ACE Directive 45-1.
2. In matters of discipline and national duties, the Senior National Officers or their delegates hold, with regard to the personnel of their own nationalities, all powers conferred on them by their national laws and regulations. They will ensure that, within the limits imposed by the respective national laws and regulations, their personnel comply with the regulations issued by the appropriate Entity Commander.

Section VII

Cost-Sharing Formula

1. The costs will be shared using the percentage of officer posts as stated for MARAIRSOUTH and SUBSOUTH in Annex A to this MOU.
2. Positions left vacant or other manning arrangements and temporary augmentation (e.g. exercise, training, etc.) will not affect the cost-sharing formula.

Section VIII

Costs

1. The travel costs of sending personnel to, and of their return home from, the Entities will be borne by the respective Participant.

2. The travel costs of temporary duty trips made on behalf of the Entities will be included in the shared operating costs. Subsidiary emoluments will be borne by the Participant of which the person making a temporary trip is a member.
3. Only those costs approved by the Participants, through the SRC, for the Entities will be borne by the Participants in accordance with this MOU. Expenditure outside the parameters of the approved budget must be approved in advance.
4. On a case-by-case basis, application for NATO common funding may be made via SHAPE to the NATO Finance Committees, for consideration in accordance with policies and regulations in force at the time of application.

Section IX Claims

All claims, other than contractual, against an Entity will be settled in accordance with the NATO SOFA and Paris Protocol, with the payments, on behalf of the Entity concerned, being made by the Participants using the cost-sharing formula set forth in Section VII.

Section X Equipment and Infrastructure

1. Existing moveable property: The equipment of the Entities will comprise all material and equipment from the previous and existing Headquarters organizations. Upon closure of the Entities or termination of this MOU, the Signatories will settle by negotiation within the SRC the residual value of such property in accordance with the existing NATO rules and procedures.
2. Any equipment procured in the future through the Entities' multinational budgets will become the property of the Entities. Upon closure of the Entities or termination of this MOU, residual value or remaining moveable property and equipment will be

distributed among the Participants in a manner to be decided by the SRC.

3. Subsequently procured buildings and/or capital improvements to existing buildings procured in the future through an Entity's multinational budget will become the property of that Entity. Upon closure of the Entities or termination of this MOU, the residual value of buildings, if any, will be negotiated by the Participants. If the Participants do not intend to use the building in question, they will resolve the matter in accordance with the procedures for disposal of infrastructure in force at that time between Participants.

Section XI Financial Procedures

The principles governing financial administration, and the terms of reference for the SRC procedures are set out in Annex C to this MOU. Financial procedures will be in accordance with current NATO financial regulations and implementing procedures to the extent feasible and where applicable, as determined by the SRC. Financial obligations of the Participants under this MOU are subject to the authorization and appropriation of funds in accordance with respective national laws.

Section XII Support Services

1. The Lead Nation will arrange for the support specified in Annex B to this MOU.
2. Support arranged by the Lead Nation will not be changed, reduced, or terminated unilaterally without consultation with the Signatories. The Signatories may not cause significant changes in support requirements without consultation with the Lead Nation. It is the responsibility of the Signatories to inform the Lead Nation of anticipated increases of support requirements in enough time to allow programming and budgeting for additional resources.

Section XIII

Final Provisions

1. Amendments.

Amendments to the basic MOU may be proposed by any of the Signatories and will require the unanimous written approval of the Signatories. Changes to the Annexes may be approved by the SRC.

2. Termination.

This MOU may be terminated by unanimous consent at any time. Any Participant may withdraw from this MOU giving 12 months prior notice in writing to all Signatories. In the event of a unilateral withdrawal from this MOU or from one of the Entities, there will be no refund of contribution already made or due. In the event of termination or withdrawal, the SRC will meet to discuss the future cost-sharing, funding, residual value and Manning Documents.

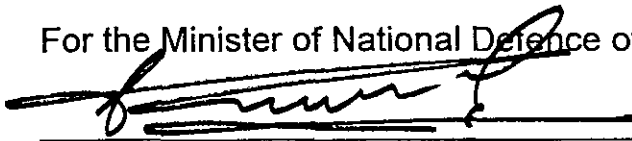
3. Disputes.

Any disagreements regarding the interpretation or implementation of this MOU will be resolved through consultation among the Signatories. Disagreements that cannot be resolved through consultation will be referred to the Military Committee or other NATO authority for final resolution, taking into account the provisions stated in the NATO SOFA and the Paris Protocol. Disagreements will not be referred to any other external organisations, tribunals, or arbitrators, either national or international.

4. This MOU will come into effect on the day of the last signature thereto, or on the date of notification of approval in the event of the signature being expressed to be made subject to subsequent approval. Its provisions will be retroactive from 1 September 1999 except as modified in the Preamble.

This MOU, written in the English language with seven original copies was signed at SHAPE:

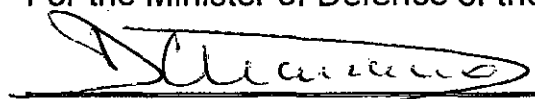
For the Minister of National Defence of the Hellenic Republic


DATE: 30 November 1999
MILITARY REPRESENTATIVE OF THE HELLENIC REPUBLIC, SHAPE

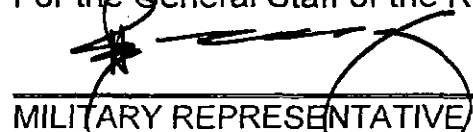
For the Minister of Defence of the Italian Republic


DATE: 30 November 1999
MILITARY REPRESENTATIVE OF ITALY, SHAPE

For the Minister of Defence of the Kingdom of Spain


DATE: 30 November 1999
MILITARY REPRESENTATIVE OF SPAIN, SHAPE

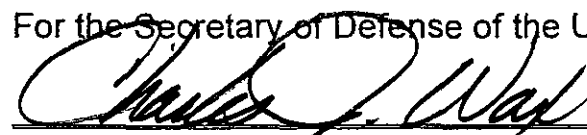
For the General Staff of the Republic of Turkey


DATE: 30 November 1999
MILITARY REPRESENTATIVE OF TURKEY, SHAPE

For the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland


DATE: 30 November 1999
MILITARY REPRESENTATIVE OF THE UNITED KINGDOM, SHAPE

For the Secretary of Defense of the United States of America


DATE: 30 November 1999
DIRECTOR, PLANS AND POLICY,
HEADQUARTERS, UNITED STATES EUROPEAN COMMAND

For the Supreme Headquarters Allied Powers Europe (SHAPE)


DATE: 30 November 1999
DEPUTY CHIEF OF STAFF, SHAPE

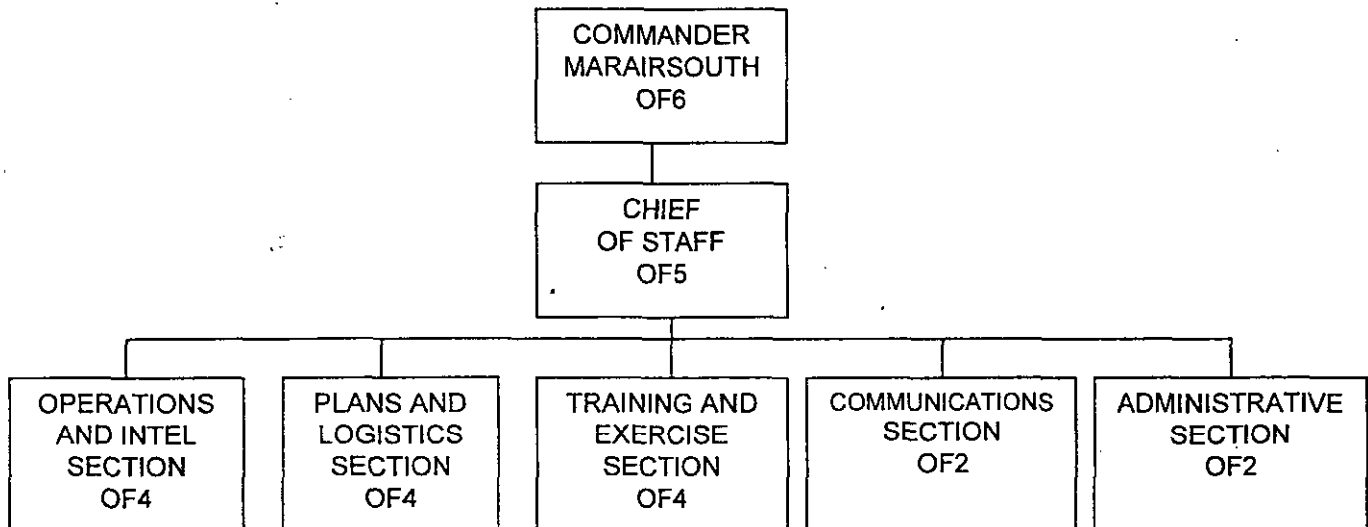
MANNING DOCUMENTS

This Annex contains the Manning Documents for MARAIRSOUTH and SUBSOUTH.

Appendices:

1. MARAIRSOUTH MANNING DOCUMENT
2. SUBSOUTH MANNING DOCUMENT

MARAIRSOUTH ORGANISATION STRUCTURE



MARAIRSOUTH MANNING DOCUMENT

POST NO	JOB TITLE	GRADE	NAT	SVC	REMARKS
OFFICE OF THE COMMARAIRSOUTH					
DW AXX 001	COMMANDER	(OF-6)	US	N	DUAL HAT
DW AXX 002	EXECUTIVE OFFICER	(OF-2)	US	N	DUAL HAT
DW AXX 003	COFS	OF-5	US	N	
OPERATIONS AND INTELLIGENCE SECTION					
DW AXO 001	STAFF OFFICER OPS/INTEL	OF-4	IT	N	
DW AXO 002	STAFF OFFICER OPS/INTEL	OF-4	GR	N	
DW AXO 003	OPERATIONS CONTROL	OF-3	UK	F	
DW AXO 004	SURVEILLAN.CONTROL SP	OR-4	UK	F	
DW AXO 005	SURVEILLAN.CONTROL SP	OR-4	UK	F	
DW AXO 006	SURVEILLAN.CONTROL SP	OR-4	IT	F	
DW AXO 007	SURVEILLAN.CONTROL SP	OR-4	IT	F	
DW AXO 008	SURVEILLAN.CONTROL SP	OR-4	IT	F	
DW AXO 009	SURVEILLAN.CONTROL SP	OR-4	UK	F	
PLANS AND LOGISTICS SECTION					
DW AXP 001	STAFF OFFICER PLANS/LOG	OF-4	US	N	
DW AXP 002	ASSIST OFFICER PLANS/LOG	OF-3	SP	N/F	
TRAINING AND EXERCISE SECTION					
DW AXE 001	STAFF OFFICER TR/EX	OF-4	UK	F	
DW AXE 002	STAFF OFFICER TR/EX	OF-4	TU	N	
DW AXE 003	STAFF OFFICER TR/EX	OF-3	IT	F	
ADMINISTRATIVE SECTION					
DW AXA 001	ADMIN OFFICER	OF-2	US	N	
DW AXA 002	SECRETARY	OR-6	US	N	
DW AXA 003	DOCUMENT CONTROL CLERK	OR-5	US	N	
DW AXA 004	STORES SPECIALIST	OR-5	GR	N	
DW AXA 005	CLERK/TYPIST	OR-5	IT	N	

POST NO	JOB TITLE	GRADE	NAT	SVC	REMARKS
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COMMUNICATIONS SECTION

DWAXC 001	COMMCEN OFFICER	OF-2	UK	F	
DWAXC 002	COMMCEN SPECIALIST	OR-7	US	N	
DWAXC 003	COMMCEN SUPERVISOR	OR-6	UK	F	
DWAXC 004	COMMCEN OPERATOR	OR-6	GR	N	
DWAXC 005	COMMCEN OPERATOR	OR-5	IT	N	
DWAXC 006	COMMCEN OPERATOR	OR-5	IT	N	
DWAXC 007	COMMCEN OPERATOR	OR-5	IT	F	
DWAXC 008	COMMCEN OPERATOR	OR-5	IT	F	
DWAXC 009	ADP/COMM TECHNICIAN	OR-5	US	N	
DWAXC 010	COMMCEN OPERATOR	OR-4	IT	N	
DWAXC 011	COMMCEN OPERATOR	OR-4	UK	F	
DWAXC 012	COMMCEN OPERATOR	OR-4	US	N	
DWAXC 013	COMMCEN OPERATOR	OR-4	US	N	
DWAXC 014	COMMCEN OPERATOR	OR-4	IT	N	
DWAXC 015	NETWORK MANAGER	OR-6	US	N	